

PARTICIPATION AGREEMENT

This **Participation Agreement** is made between LUV.IT Technologies Inc. ("LUV.IT", "we", or "us") and you as the Seller ("Seller" or "you") for use of our marketplace platform (the "Services") for selling goods. Any person who wants to access our website or mobile application (hereinafter indistinctively the "Site" or the "App") and use the Services to sell items must accept the terms and conditions of this Participation Agreement without change. BY REGISTERING FOR AND USING THE SERVICES, YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS PARTICIPATION AGREEMENT.

LUV.IT reserves the right to change any of the terms and conditions contained in this Participation Agreement or any policies or guidelines governing the Site or Services, at any time and in its sole discretion. Any changes will be effective upon posting of the revisions on the Site. All notice of changes to this Participation Agreement will be posted on the Site for thirty (30) days. You are responsible for reviewing the notice and any applicable changes.

1. **Eligibility.** Use of the Site and Services is limited to parties that lawfully can enter into and form contracts under applicable law. For example, minors are not allowed to use the Services. To register, you must provide your company name, brand information, full contact information (address, phone number, and e-mail), bank account or credit card information, and any other information that we may require. You represent and warrant that: (a) if you are a business, you are duly organized, validly existing and in good standing under the laws of the country in which your business is registered and that you are registering for the Services within such country; (b) you have all requisite right, power and authority to enter into this Participation Agreement and perform your obligations hereunder; and (c) any information provided or made available by you or your affiliates to LUV.IT or its affiliates is at all times accurate and complete.
2. **Policies and Guidelines for Listing Products at LUV.IT.** You agree to abide by the following Policies and Guidelines when listing products through our Site. The Policies and Guidelines explain the processes and set out acceptable conduct and prohibited practices. You should refer regularly to this section to understand the current policies and guidelines for participating and to be sure that the items you offer for sale can be sold on the Site. Seller offenses and prohibited content are violations of our Participation Agreement, of which these policies are part of, and can result in suspension of your LUV.IT account.
 - (a) **Shipping; Confirmation of Shipping.** Each item you list on the Site shall be allowed to be legally shipped "in" the United States (if shipped within the United States) or "into" the United States (if shipped from abroad). You shall deliver the products on or before the delivery date informed to the user (buyer). You are responsible for the timely delivery of your products; therefore, if products are not delivered on time you will be responsible for paying any resulting costs, including refund and order cancelation costs, unless such delay is caused by force majeure or by the negligence or willful misconduct of LUV.IT. You will provide to us (using the processes and timing that we designate) any requested information regarding shipment, tracking (to the extent available) and order status, and we may make any of this information publicly available. You will send customers emails concerning shipping confirmation of products you sell. Promptly after shipment of a customer's order (or any portion of the customer's order), you will accurately inform us that the order has been shipped (and, in the case of a customer order that is shipped in

more than one shipment, accurately inform us which portion of the order has been shipped), using our standard functionality for communicating such information when we make that functionality available to you ("**Confirmation of Shipment**"). If you fail to provide Confirmation of Shipment within the time frame specified by us (e.g., three (3) days after the date an order was placed), we may in our sole discretion cancel (and/or direct you to stop and/or cancel) any such transaction, and you will stop and/or cancel any such transaction upon such request by us. You will comply with any instructions from the manufacturer, distributor and/or licensor of a product you sell.

(b) **Community Rules.** Like any community, LUV.IT marketplace has rules to help ensure a safe and enjoyable buying and selling experience. It is your duty to not misrepresent yourself and to honor your commitment to sell. It is also your responsibility to maintain current account information. If we have removed your selling privileges, you may not open a new selling account.

(c) **Restricted Products.** Our customers trust that they are buying safe and legal products when they shop with LUV.IT. Products offered for sale on our Site must comply with LUV.IT's policies and all applicable federal and state laws, even if the product is not specifically described in our policies. The sale of illegal, unsafe, or other restricted products listed on these pages, including products available only by prescription, is strictly prohibited, and it is each seller's responsibility to carefully review our policies before listing a product. Sellers must also understand that they are responsible for ensuring that their products comply with all applicable laws. Laws change frequently, so sellers should monitor regulatory changes regularly and take appropriate action.

LUV.IT encourages you to report listings that violate LUV.IT's policies or applicable law by using our Contact Us form or link. We will investigate each report thoroughly and take any appropriate actions. We take product safety and these restrictions very seriously. Sellers should carefully review the Examples of Permitted and Prohibited Listings below before listing a product. If you sell a restricted product, we may immediately suspend or terminate your selling privileges. In addition, if we determine that a Seller's account has been used to engage in illegal activity, remittances and payments may be withheld or forfeited. The sale of illegal or unsafe products can also lead to legal action, including civil and criminal penalties. The enforcement action may vary depending on the type of offense and the seller's account history. We consider a variety of factors in the seller's overall account when determining what action to take, including the severity and number of violations and other relevant information. Sellers who have had their selling privileges removed may appeal the decision in most cases. In some situations, we may reinstate a seller if the seller has implemented a robust plan of action that effectively addresses the root causes that led to the violations and will prevent recurrence of those and other violations.

(d) **Examples of Permitted and Prohibited Listings.** All products and listings must comply with applicable laws. This link is for informational purposes only, and LUV.IT does not warrant the accuracy of any information provided in this link. The examples here provided are not all-inclusive and are provided solely as an informational guide. We encourage you to consult with your legal counsel if you have questions about the laws and regulations concerning your products.

- (e) **Best practices to ensure compliance with our policies.** Do not assume that a product is permitted simply because it is not expressly listed in our Examples of Permitted and Prohibited Listings. Assign one or more employees to be responsible for reviewing each product you plan to sell. This employee should have deep and up-to-date knowledge of the products as well as the industry, including laws applicable to those products. Carefully review our Restricted Products policy, including the Examples of Permitted and Prohibited Listings, and your product catalog on a regular basis. This includes any products that are included in inventory feeds or uploaded using an automated system. If buying inventory from a source other than the manufacturer, apply extra diligence to understand the provenance of the products and the legal framework in which they may be sold. When in doubt about whether a product may be sold, do not list it.

- (f) **Prohibited Seller's Activities Guidelines.** The Prohibited Seller Activities Guidelines listed below are established to maintain a selling platform that is safe for Buyers and fair for Sellers of both products and services. Failure to comply with the terms of this policy can result, at the reasonable discretion of LUV.IT, in cancellation of listings, suspension from use of LUV.IT tools and reports, removal of selling privileges, or cancellation of this agreement; any of the above without any liability or responsibility for LUV.IT. This policy is in addition to, and in no way limits, your other obligations pursuant to your seller agreement or otherwise.
 - (i) **Attempts to divert transactions or buyers.** Any attempt to circumvent the established LUV.IT sales process or to divert LUV.IT users to another website or sales process is prohibited. Specifically, any advertisements, or marketing messages (special offers) that may lead, prompt, or discourage LUV.IT users from using LUV.IT are prohibited. Prohibited activities include the use of email intended to divert customers away from LUV.IT; including promotional materials or special offers in the communications to LUV.IT users or in the packaging materials of products sold to LUV.IT users; the inclusion of hyperlinks, URLs or web addresses within any seller generated confirmation email messages or any product/listing description fields that may discourage LUV.IT users from using LUV.IT.

 - (ii) **Unauthorized and improper business names.** The Business Name (identifying a seller's business entity on LUV.IT) must be a name that: accurately identifies the seller; is not misleading; and the seller has the right to use (that is, the name cannot include the trademark of, or otherwise infringe on, any trademark or other intellectual property right of any person). Furthermore, a seller cannot use a business name that contains an email suffix such as .com, .net, .biz, and so on.

 - (iii) **Inappropriate email communications.** All email communications with buyers must be courteous, relevant and appropriate. Unsolicited email communications with LUV.IT users, email communications other than as necessary for order fulfillment and related customer service, and emails containing marketing communications of any kind (including within otherwise permitted communications) are prohibited.

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- (iv) **Direct email addresses.** Buyers and sellers may communicate with one another.
- (v) **Operating multiple Seller Central accounts.** Operating and maintaining multiple Seller Central accounts is prohibited. If you have a legitimate business need for a second account, you can apply for an exception to this policy with Seller Support. In your request, provide an explanation of the legitimate business need for a second account. To be considered for approval, you must have an account in good standing with excellent customer metrics; a separate email address and bank account for the new account and no intention to sell the same products or services in both accounts. You will receive a response to your request within 2 to 3 business days.
- (vi) **Misuse of LUV.IT's service.** All sellers are able to access and use the LUV.IT marketplace platform. If a seller uploads excessive amounts of data repeatedly, or otherwise uses the platform in an excessive or unreasonable way, it can create a disproportional load on the platform and impair the ability of other sellers to easily access and use the platform. If a seller is misusing or making excessive or unreasonable use of the LUV.IT selling platform, LUV.IT may in its sole discretion restrict or block the seller's access to product feeds or any other platform functions that are being misused until the seller stops its misuse.
- (vii) **Users Feedback.** LUV.IT provides users with a one click feature for positive or negative feedback about product and services. The LUV.IT and DISCARD features allow users to evaluate items as well as the overall performance of a seller, helping sellers to develop a reputation within the LUV.IT marketplace. You may not post feedback to your own account and you may not post feedback to items that you have a financial interest in, including products or services that you or your competitors sell. You may request feedback from a buyer, however you may not pay or offer any incentive to a buyer for either providing or removing feedback. Feedback solicitations that ask for only positive feedback or that offer compensation are prohibited. You may not ask buyers to remove negative feedback.
- (viii) **Misuse of feedback.** Any attempt to manipulate feedback is prohibited.
- (ix) **Inventory.** It is important to maintain accurate inventory records, as instances of stock-outs could be reflected in your seller feedback rating. If an item you are offering will not be available for immediate shipping upon order, either cancel the order or alert the LUV.IT Brand Support Team, and initiate a refund if necessary.
- (x) **Post-transaction price manipulation and excessive shipping fees.** Any attempt to increase the sale price of an item after a transaction has been completed is prohibited. Additionally, sellers cannot set excessive order fulfillment and shipping costs.
- (xi) **Creating separate listings.** Sellers may not create separate listings for identical copies of the same item. Individually listing the same item several times is confusing for buyers and frustrating for other sellers. Sellers must use the

quantity field to offer multiple copies of the same item, and only list separately if offering the same item in different conditions.

- (xii) **Failure to deliver products on time.** If you do not observe your shipping obligations, such as delivering products on time on three or more instances.

(g) **Guidelines for Listings and Product Detail.** As a seller on LUV.IT's platform, it is your responsibility to comply with LUV.IT policies and all laws and regulations when listing and describing your products. We provide the following material for informational purposes only, and it is not intended as legal advice. We encourage you to consult with your legal counsel if you have questions about the laws and regulations concerning your listings. You can create product detail pages using the upload tools in your seller account. When you create a product detail page, you agree to the following rules and restrictions:

- (i) Using the upload tools for any purpose other than creating product detail pages is prohibited;
- (ii) The use of false product identification information in product detail pages is prohibited;
- (iii) Detail pages may not feature or contain restricted products (see paragraph "c" above);
- (iv) The inclusion of any of the following information in detail page titles, descriptions, bullet points, or images is prohibited:
 - (1) pornographic, obscene, or offensive content;
 - (2) phone numbers, physical mail addresses, e-mail addresses, or website URLs.
 - (3) Availability, price, condition, alternative ordering information (such as links to other websites for placing orders), or alternative shipping offers (such as free shipping).
 - (4) Solicitations for positive customer reviews.
 - (5) Advertisements, promotional material, or watermarks on images, photos, or videos.
 - (6) Time-sensitive information (i.e., dates of promotional tours, seminars, lectures, etc.).

3. **LUV.IT's Role & Relationship of the Parties.** LUV.IT provides a platform for third-party sellers like yourself and buyers ("Buyers") to complete sale transactions concerning your brand products. LUV.IT is not involved in the actual transaction between Sellers and Buyers. As a Seller, you may list any item on the Site unless it is a prohibited item as defined in the policies and guidelines contained in Section 2, or otherwise prohibited by law. Without limitation, you may not list any item or link or post any related material that (a) infringes any third-party intellectual property rights (including copyright, trademark, patent, and trade secrets) or other proprietary rights (including rights of publicity or privacy); (b) constitutes libel or slander or is otherwise defamatory; or (c) is counterfeited, illegal, stolen, obtained illegally, or fraudulent. It is up to the

Seller to accurately describe the item for sale. As a Seller, you use the Site and the Services at your own risk.

4. **Transaction Processing Service.** By registering for or using the Services, you authorize LUV.IT to act as your agent for purposes of processing payments, refunds and adjustments for Your Transactions (as defined below), receiving and holding Sales Proceeds (as defined below) on your behalf, remitting Sales Proceeds to your bank account, charging your credit card, and paying LUV.IT and its users amounts you owe in accordance with this **Participation Agreement** or other agreements you may have with LUV.IT or its users (collectively, the "**Transaction Processing Service**"). "**Sales Proceeds**" means the gross proceeds from any of Your Transactions, including all shipping and handling, gift wrap and other charges, but excluding any taxes separately stated and charged. "**Your Transaction**" means any sale of your items through the Site. Notwithstanding anything to the contrary in this Participation Agreement, LUV.IT may in its discretion under reasonable circumstances choose not to perform the Transaction Processing Services described in this Section 4.
 - (a) The Transaction Processing Service facilitates the purchase of Seller items listed on the Site. Sales Proceeds are credited to a registered Payment Account (as defined on Section 4.1), and funds are periodically transferred to the Seller's designated bank account ("**Seller's Account**"). Alternatively, eligible Sellers may opt to purchase a LUV.IT gift certificate with funds from the Sales Proceeds to the extent that LUV.IT offers such an option. When a Buyer instructs us to pay you, you agree that the Buyer authorizes and orders us to commit the Buyer's payment to you less a (a) 15% fee on the net cost of the product, excluding taxes, shipping costs, and other fees and costs (the "**Pay-Back Fee**"), (b) a transaction fee charged by a third-party payment processing company, which may be of 2.9% or more (the "**Payment Processing Fee**"), and (c) any other applicable fees or deductions pursuant to this Agreement or any applicable laws or regulations.. You agree that Buyers satisfy their obligations to you for Your Transactions when we receive the Sales Proceeds. Our obligation to remit funds received by us on your behalf is limited to funds that we have actually received less any applicable fees or deductions. The Transaction Processing Service helps facilitate Your Transactions and neither we nor our affiliates are the purchaser of the Seller's goods. If any dispute or conflict between Seller and Buyer arises, Seller hereby appoints LUV.IT to resolve such conflict and agrees to abide by any decision of LUV.IT to resolve such dispute or conflict. Seller shall not contact Buyer directly to attempt to resolve any dispute directly with Buyer, unless required or instructed by LUV.IT. You must provide us true and accurate information when registering and must maintain and update that information as applicable. We may at any time require you to provide any financial, business or personal information we request for verification purposes. Seller will not impersonate any person or use a name he or she is not legally authorized to use. You authorize us to verify your information (including any updated information), to obtain credit reports about you in order to approve you for use of the Transaction Processing Service and also from time to time while Seller is registered with the Transaction Processing Service (including credit reports about Seller's spouse if Seller lives in a community property state), and to obtain an initial credit authorization from Seller's credit card issuer at time of registration. The LUV.IT **Data and Privacy Policy** applies to your use of the Transaction Processing Service.

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- (b) Sales Proceeds can be credited only to bank accounts in the United States or any other country shown as supported by our standard functionality and enabled for your account (which functionality may be modified or discontinued by us at any time without notice), or used to purchase LUV.IT.com gift certificates (to the extent permitted by LUV.IT), which purchases are subject to LUV.IT's **Buying On-line Terms and Conditions**, contained in this link. Sellers may also use the bank account provided to LUV.IT for the Transaction Processing Service when making retail purchases on the LUV.IT.com website, subject to LUV.IT's **Buying On-line Terms and Conditions**. Sellers waive any rights with respect to the Transaction Processing Service when shipping to an address other than that provided by the Transaction Processing Service.
- (c) The Transaction Processing Service is generally available seven (7) days per week, twenty-four (24) hours per day, except for scheduled downtime due to system maintenance. We can initiate credits to Seller's Account only on a Business Day when the automated clearinghouses are open for business. For purposes of this Participation Agreement, a "**Business Day**" is a Monday through Friday, excluding federal banking holidays. We will inform you of each completed transaction using our standard procedures. In addition, you can access your Transaction Processing Service information online in your Payment Account available on your Dashboard.
- (d) You may provide refunds or adjustments to Buyers for Your Transactions through the Transaction Processing Service using functionality enabled for your account. This functionality may be modified or discontinued by us at any time without notice and is subject to the limitations in the Help section and the terms of this Participation Agreement. You may not create invoices for Your Transactions.
- (e) All balances for a given 14-day period will be reflected in the Payment Account summary. We will initiate a credit to Seller's Account on a rolling 14-day cycle ("**Payment Date**") based on the original date of Seller's registration with the Service or on the next Business Day if the scheduled Payment Date falls on a non-Business Day. We will initiate a transfer to Seller's Account on each Payment Date and, based on your preferences, either (a) initiate a transfer to Seller's Account, or (b) initiate your purchase of a LUV.IT.com gift certificate (if available), in either case for the total amount of Sales Proceeds you received from Buyers' authorized payment, less applicable fees or authorized deductions under this agreement. The amount of the fees for the Services will be posted to Seller's Payment Account and will be deducted from the balance of credits in the Seller's Payment Account to be remitted to you on the next Payment Date. When a Seller purchases a LUV.IT.com gift certificate (if available), funds for Sales Proceeds will be posted to the balance in the Seller's account on the dashboard.
- (f) Transfers to the Seller's Account will generally be initiated within three (3) Business Days of the date we receive payment from Buyer, provided Buyer has not requested a cancelation or refund. Occasionally, we may send Seller a paper check instead of an electronic credit to Seller's Account.
- (g) As a security measure, we may, but are not required to, impose transaction limits on some or all Buyers and Sellers relating to the value of any transaction, disbursement, or adjustment, the cumulative value of all transactions, disbursements, or adjustments

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during a period of time, or the number of transactions per day or other period of time. We will not be liable to Seller: (i) if we do not proceed with a transaction, disbursement, or adjustment that would exceed any limit established by us or our affiliates for a security reason, or (ii) if we permit a Buyer to withdraw from a transaction because the Transaction Processing Service is unavailable following the commencement of a transaction.

- (h) If we reasonably conclude based on information available to us that Seller's actions and/or performance in connection with the Services may result in Buyer disputes, chargebacks or other claims, then we may, in our sole discretion, delay initiating any remittances and withhold any payments to be made or that are otherwise due to you in connection with the Services or this Participation Agreement until the completion of any investigation(s) regarding any Seller actions and/or performance in connection with this Participation Agreement. We will not be liable to Seller if we act in accordance with the provisions of this Section.
- (i) All notices will be sent by e-mail or will be posted on the Site or by any other means then specified by us or LUV.IT. We will send notices to Seller at the e-mail address maintained in our or LUV.IT's records for Seller. Seller will monitor his or her e-mail messages frequently to ensure awareness of any notices sent by us or LUV.IT. Seller will send notices to us using the functionality for contacting LUV.IT provided in our contact page.
- (j) We may refuse service to anyone for any reason. We will not bear the risk of credit card fraud (i.e., fraudulent purchase arising from the theft and unauthorized use of a third party's credit card information) occurring in connection with Your Transactions. Seller will bear the risk of fraud or loss. LUV.IT reserves the right to seek reimbursement from Seller if LUV.IT, in its sole discretion, decide to reimburse Buyer under the terms of the LUV.IT **Buying Online Terms and Conditions**, provide a refund to Buyer if Seller cannot promptly deliver the goods, discover erroneous or duplicate transactions, or receive a chargeback from Buyer's credit card issuer for the amount of Buyer's purchase from Seller. We may obtain reimbursement of any amounts owed by Seller to LUV.IT by deducting from future payments owed to Seller, reversing any credits to Seller's Account, charging against gift certificates held in Seller's Account (if any) that were purchased with Sales Proceeds, charging Seller's credit card, or seeking such reimbursement from Seller by any other lawful means. You authorize us to use any or all of the foregoing methods to seek reimbursement, including the debiting of your credit card or bank account.
- (k) We reserve the right, upon termination of this Participation Agreement or Seller's use of the Services, to set off against any payments to be made to Seller, an amount determined by us to be adequate to cover chargebacks, refunds, adjustments or other amounts paid to Buyers in connection with Your Transactions from Seller's Account for a prospective three-month period. At the end of such three-month period following termination, we will disburse to Seller any amount not used to offset chargebacks, refunds, adjustments, or such other amounts paid to Buyers, or seek reimbursement from Seller via any of the means authorized in Section 4. j. above for any additional

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amount required to offset chargebacks, refunds, adjustments, or other amounts paid to Buyers, as applicable.

- (l) To the extent required by applicable laws, LUV.IT will not use any funds held on your behalf for its corporate purposes, will not voluntarily make such funds available to its creditors in the event of bankruptcy or for any other purpose, and will not knowingly permit its creditors to attach such funds.
 - (m) If there is no activity (as determined by us) in connection with your Payment Account for the period of time set forth in applicable unclaimed property laws and we hold Sales Proceeds on your behalf, we will notify you by means designated by us and provide you the option of keeping your Payment Account open and maintaining the funds in your Payment Account. If you do not respond to our notice(s) within the time period we specify, we will send the funds in your Payment Account to your state of residency, as determined by us based on the information in your Payment Account. If we are unable to determine your state of residency or your Payment Account is associated with a foreign country, your funds may be sent to the State of Delaware.
 - (n) Subject to the first paragraph of Section 4, you and LUV.IT are independent contractors and nothing in this Participation Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. Nothing expressed or mentioned in or implied from this Participation Agreement is intended or shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to this Participation Agreement. This Participation Agreement and all of the representations, warranties, covenants, conditions, and provisions hereof are intended to be and are for the sole and exclusive benefit of LUV.IT and relying Buyers or Sellers.
5. **Licenses and Access.** By entering into this Participation Agreement and listing an item, you grant us a royalty-free, non-exclusive, worldwide, perpetual, irrevocable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all of the content you submit to LUV.IT, and to sublicense the foregoing rights to our affiliates and operators of any website or other online point of presence (other than the Site) through which the Site and/or products or services available thereon are syndicated, offered, merchandised, advertised or described; provided, however, that we will not alter any of your trademarks (i.e., trademarks of yours that you provide to us in non-text form for branding purposes that are separate from and not embedded or otherwise incorporated in any product specific information or materials) from the form provided by you (except to re-size trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same) and will comply with your removal requests as to specific uses of your trademarks; provided further, however, that nothing in this Participation Agreement will prevent or impair our right to use without your consent the content and any other materials provided by you, to the extent that such use is allowable without a license from you or your affiliates under applicable law (e.g., fair use under copyright law, referential use under trademark law, or valid license from a third party). You represent and warrant that you own or otherwise control all of the rights to the content you submit to LUV.IT and its affiliates, and that the use of such materials by LUV.IT and its affiliates will not infringe upon or violate the rights of any third party.

6. **LUV.IT Reservation of Rights.** LUV.IT retains the right to determine the content, appearance, design, functionality and all other aspects of the Site and the Services (including the right to re-design, modify, remove and alter the content, appearance, design, functionality, and other aspects of the Site and the Service and any element, aspect, portion or feature thereof, from time to time), and to delay or suspend listing of, or to refuse to list, or to de-list, or to require Seller not to list, any or all products in our sole discretion. We may in our sole discretion withhold for investigation, refuse to process, restrict shipping destinations for, stop and/or cancel any of Your Transactions. You will stop and/or cancel orders of your products if we ask you to do so (provided that if you have transferred your products to the applicable carrier or shipper, you will use commercially reasonable efforts to stop and/or cancel delivery by such carrier or shipper). You will refund any customer (in accordance with this Participation Agreement) that has been charged for an order that we stop or cancel.
7. **LUV.IT Participation.** Employees of LUV.IT and its affiliates are permitted to participate in their personal capacity (i.e., not as LUV.IT employees, representatives, or agents of LUV.IT or its affiliates) in the transactions conducted through this Site (unless they have confidential information about a particular item). Employees of LUV.IT and its affiliates, when participating in any transaction in their personal capacity, are subject to this Participation Agreement and the same policies and guidelines contained in Section 2 as any Buyer or Seller on this Site.
8. **Your Transactions.** You shall list the price of your products at a fixed price. By listing an item you represent and warrant to prospective Buyers that you have the right and ability to sell, and that the listing is accurate, current, and complete and is not misleading or otherwise deceptive. Your purchase price listing will be subject to our Pricing and Fee Schedule (referred to in Section 9), provided that Seller must abide by the same policies and guidelines contained in Section 2.
9. **Pricing and Fee Schedule.** All pricing and fees are in U.S. dollars unless stated otherwise and are incorporated herein by reference (the **"Pricing Fee Schedule"**). Please check the Pricing and Fee Schedule terms regularly as they may vary in the future. The terms in effect on the date of sale of the item shall govern the transaction.
10. **Your Obligation.** By entering into this Participation Agreement and posting a product, you agree to complete the transaction as described by this Participation Agreement. You acknowledge that by not fulfilling these obligations, your action or inaction may be legally actionable.
11. **Taxes.**
 - (a) **Sales and Use Tax.** By executing our **"Tax Collection Services Agreement"** you agree that we will calculate and collect sales and use taxes and other transaction-based charges in connection with sales that you carry out through the LUV.IT application. The tax calculation and collection will be supported by the functionality we make available for transactions based on your collection settings and any related information we request and obtain from you or your Buyer, such as Buyer's shipping address.
 - (b) **Seller Taxes.** It is the Seller's responsibility to determine whether Seller is obliged to pay other taxes on the transactions it executes on the LUV.IT platform, and to collect, report, and remit those taxes to the appropriate tax authority. Except to the extent LUV.IT expressly agrees on a **Tax Collection Services Agreement**, LUV.IT is not obligated to determine whether Seller is responsible for other taxes (hereinafter the **"Seller**

Taxes", and LUV.IT is not responsible to collect, report, or remit any sales, use, or similar taxes arising from any transaction,. **"Seller taxes"** means any and all sales, goods and services, use, excise, import, export, value added, consumption and other taxes and duties assessed, incurred or required to be collected or paid for any reason in connection with any advertisement, offer or sale of products by you on or through the Site, or otherwise in connection with any action, inaction or omission of you or any of affiliate of yours, or any of your or their respective employees, agents, contractors or representatives.

12. **Returns and Refunds.** Subject to Section 4.d., for all of your products, you will accept and process returns, refunds and adjustments in accordance with this Participation Agreement and the LUV.IT's Return and Refunds Policy, which are part of the **Buying Online Terms and Conditions** published on the Site at the time of the applicable order, and we may inform customers that these policies apply to your sales. Subject to Section 4.d., you will determine and calculate the amount of all refunds and adjustments (including any taxes, shipping and handling or other charges) or other amounts to be paid by you to Buyers in connection with Your Transactions, using functionality we enable for your account, and will route all such payments through LUV.IT. We will provide any such payments to the Buyers (which may be in the same payment form originally used to purchase your product), and you will reimburse LUV.IT for all amounts so paid. We may offset such payments against any amounts to be remitted or paid by LUV.IT to Seller under this Participation Agreement or seek reimbursement from Seller via any of the means authorized in Section 4.j. You will promptly provide refunds and adjustments that you are obligated to provide under the applicable LUV.IT Return and Refunds Policy and as required by law, and in no case later than three (3) days after the obligation arises.
13. **Seller's Support.** If you are a registered Seller, you can access product support through *Your Account* (Login required). If you are having a technical issue and cannot log into your account, you can also access Technical Support. If you have forgotten your password, you can always reset it.
14. **Consent to LUV.IT's Pay Back Program.** By entering into this Participation Agreement you agree that a 15% Pay Back Fee will be collected according to LUV.IT's business model.
15. **Consent to User's Feedback.** LUV.IT provides users with a one click feature for positive or negative feedback about product and services. The LUV.IT and DISCARD features allow users to evaluate items as well as the overall performance of a seller, helping sellers to develop a reputation within the LUV.IT Marketplace. By entering into this Participation Agreement you acknowledge, accept and consent that the Site users are allowed to LUV.IT or DISCARD your items. LUV.IT takes neither credit nor responsibility for positive or negative feedback from users. Seller acknowledges that LUV.IT cannot remove a feedback once it has been posted. Section 14 is subject to the Policies and Guidelines under Section 2 of this Participation Agreement.
16. **Password Security.** Your password may be used only to access the Site, use the Services, electronically sign Your Transactions, and review your completed transactions. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use your account) and are solely responsible for any use of or action taken under your password on this Site. If your password is compromised, you must change your password.

17. **Illegal Activity.**

- (a) **Compliance with Laws; Fraud.** The Site and Services may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes, and regulations. You may not register under a false name or use an invalid or unauthorized credit card. You may not impersonate any participant or use another participant's password(s). Such fraudulent conduct is a violation of federal and state laws. Fraudulent conduct may be reported to law enforcement, and LUV.IT will cooperate to ensure that violators are prosecuted to the fullest extent of the law.
- (b) **Investigation.** LUV.IT has the right, but not the obligation, to monitor any activity and content associated with this Site and investigate as we deem appropriate. LUV.IT also may investigate any reported violation of its policies or complaints and take any action that it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspension or termination of service, denying access, and/or removal of any materials on the Site, including listings. LUV.IT reserves the right and has absolute discretion to remove, screen, or edit any content that violates these provisions or is otherwise objectionable.
- (c) **Disclosure of Information.** LUV.IT also reserves the right to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other third parties. In order to cooperate with governmental requests, to protect LUV.IT's systems and customers, or to ensure the integrity and operation of LUV.IT's business and systems, LUV.IT may access and disclose any information it considers necessary or appropriate, including but not limited to user contact details, IP addressing and traffic information, usage history, and posted content.

18. **Privacy on "Transaction Information".** You acknowledge that you have read, understood and accepted the **Data & Privacy Policy**. This policy may be changed by LUV.IT in the future. You should check it frequently for changes. LUV.IT may communicate with you in connection with your listings, sales, and the Services, electronically and in other media, and you consent to such communications regardless of any Customer Communication Preferences (or similar preferences or requests) you may have indicated on the Site or by any other means. When you use the Services, some personally identifiable information about you, including your feedback, may be displayed on the Site and may be viewed by potential buyers. You will not, and will cause your affiliates not to, directly or indirectly disclose, convey or use any order information or other data or information acquired by you or your affiliates from LUV.IT or its affiliates (or otherwise) as a result of the Participation Agreement, the transactions contemplated hereby or the parties' performance hereunder (collectively, "**Transaction Information**"), except you may disclose this information as necessary for you to perform your obligations under this Participation Agreement, provided that you ensure that every recipient uses the information only for that purpose and complies with the restrictions applicable to you related to that information. The terms of this Section 18 do not prevent you from using other information that you obtain separately from the LUV.IT Transaction Information, even if such information is identical to LUV.IT Transaction Information, provided that you do not target communications on the basis of the intended recipient being a LUV.IT user.

19. **General Release.** BECAUSE LUV.IT ONLY PROVIDES A PLATFORM OR APPLICATION TO FACILITATE TRANSACTIONS BETWEEN BUYERS AND SELLERS AND DOES NOT HAVE A BUYER OR A SELLER INTEREST IN THOSE TRANSACTIONS, IF A DISPUTE ARISES BETWEEN ONE OR MORE OF THE PARTICIPANTS IN A TRANSACTION, YOU RELEASE LUV.IT (AND ITS RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, ADVISORS AND EMPLOYEES) FROM CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. The above release shall be effective to bar all claims, damages, claims for breach of contract, unjust enrichment, personal injuries, claims for compensation, controversies, actions, causes of action, obligations, liabilities, costs, expenses, attorneys' fees, and damages of any character, nature and kind, whether known or unknown, suspected or unsuspected.
20. **Disclaimers on Warranties and Limits on Liability.**
- (a) **Disclaimers on Warranties.** THE SITE AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. LUV.IT DOES NOT MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION:
- (i) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT;
 - (ii) THAT THE SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR OPERATE WITHOUT ERROR;
 - (iii) THAT THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE SITE WILL BE AS REPRESENTED BY SELLERS, AVAILABLE FOR SALE AT THE TIME OF FIXED PRICE SALE, LAWFUL TO SELL, OR THAT SELLERS OR BUYERS WILL PERFORM AS PROMISED;
 - (iv) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; AND ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF LUV.IT TO THE FULL EXTENT PERMISSIBLE UNDER APPLICABLE LAW. LUV.IT DISCLAIMS ANY AND ALL SUCH WARRANTIES.
- (b) **Limits on Liability.** LUV.IT WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PARTICIPATION AGREEMENT, THE SITE, THE SERVICES, THE TRANSACTION PROCESSING SERVICE, THE INABILITY TO USE THE SERVICES OR THE TRANSACTION PROCESSING SERVICE, OR THOSE RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICES, EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
21. **Indemnity.** You will defend, indemnify and hold harmless LUV.IT (and its respective employees, directors, agents and representatives) from and against any and all claims, costs, losses, damages, judgments, penalties, interest and expenses (including reasonable attorneys' fees)

arising out of any Claim that arises out of or relates to: (i) any actual or alleged breach of your representations, warranties, or obligations set forth in this Participation Agreement; or (ii) your own website or other sales channels, the products you sell, any content you provide, the advertisement, offer, sale or return of any products you sell, any actual or alleged infringement of any intellectual property or proprietary rights by any products you sell or content you provide, or Seller Taxes or the collection, payment or failure to collect or pay Seller Taxes. For purposes hereof: "Claim" means any claim, action, audit, investigation, inquiry or other proceeding instituted by a person or entity.

22. **No Waiver.** The parties will not be considered to have waived any of their rights or remedies described in this Participation Agreement unless the waiver is in writing and signed by the relevant party. No delay or omission by any of the parties in exercising its rights or remedies will impair or be construed as a waiver. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. The parties' failure to enforce the strict performance of any provision of this Participation Agreement will not constitute a waiver of either party's right to subsequently enforce such provision or any other provisions of this Participation Agreement.
23. **Entire Agreement and Severability.** This Participation Agreement, including any terms and conditions incorporated herein by reference, such as the Terms of Use of the Luv.It Application, the Data and Privacy Policy, the Pricing and Fee Schedule, the Tax Collection Services Agreement and the Buying Online Terms and Conditions, constitute the entire agreement of the parties with respect to the subject matter hereof, and supersedes and cancels all prior and contemporaneous agreements, claims, representations, and understandings of the parties in connection with the subject matter hereof. IF ANY PROVISION OF THIS PARTICIPATION AGREEMENT SHALL BE DEEMED UNLAWFUL, VOID, OR FOR ANY REASON UNENFORCEABLE, THEN THAT PROVISION SHALL BE DEEMED SEVERABLE FROM THESE TERMS AND CONDITIONS AND SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF ANY REMAINING PROVISIONS.
24. **Termination.** Any of the parties may terminate this Participation Agreement with or without cause by providing written notice to the other party with at least 60 days in advance.
25. **Governing Law and Dispute Resolution.** Any dispute, controversy or claim arising out of or related in any way to this Contract and/or any sale of goods or services hereunder or any transaction contemplated hereby which cannot be resolved by the Parties through negotiation within thirty (30) days shall be solely and finally settled by one (1) arbitrator at the London Court of International Arbitration (LCIA) in London, England in accordance with its rules. The language of the proceeding shall be English. The governing law shall be the laws of England. The decision shall be in writing with written findings of fact and shall be final and binding on the Parties. In the event of Contractor's material breach hereof, the arbitrator shall be empowered to award monetary and consequential damages
26. **Notices and Amendments to This Participation Agreement.**
 - (a) **Notices.** All notices, requests, claims, demands and other communications to the parties shall be in writing. Except as otherwise required by this Agreement or the law, all notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, to the

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addresses provided below, or to such other address as the parties may designate in writing in the future. All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth (5th) business day following mailing, whichever occurs first.

Luv.It

[*]

Seller

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- (b) **Amendment guidelines.** If we change our Participation Agreement we will post those changes on our website for thirty (30) days. Changes to this Agreement are effective when they are posted on this page.